

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF OKLAHOMA**

1. VANGUARD PROPERTIES, LLC D/B/A)	
Tuscany Village, LLC and Tuscany Village)	
Apartments, LLC)	
)	
)	
Plaintiff,)	
)	
v.)	Case No.:
)	
1. EVANSTON INSURANCE COMPANY,)	
a foreign for-profit Insurance Corporation,)	
)	
)	
Defendant.)	

COMPLAINT

A. Parties

1. Plaintiff, Vanguard Properties, LLC d/b/a Tuscany Village, LLC and Tuscany Village Apartments, LLC, is an Oklahoma limited liability company wholly owned by its members, John Antonelli, Merhan Soraya, Casey Bohm and Kamran Soraya, with its principal place of business in the State of Oklahoma. The members, John Antonelli, Merhan Soraya, Casey Bohm and Kamran Soraya are each citizens of the state of California.

2. Tuscany Village, LLC and Tuscany Village Apartments, LLC are Oklahoma limited liability companies wholly owned by its members, John Antonelli, Merhan Soraya, Casey Bohm and Kamran Soraya, each with its principal place of business

in the State of Oklahoma. The members, John Antonelli, Merhan Soraya, Casey Bohm and Kamran Soraya are each citizens of the state of California.

3. Defendant, Evanston Insurance Company, is a foreign for-profit insurance corporation incorporated and organized under the laws of the State of Illinois.

4. The principal place of business for Defendant, Evanston Insurance Company, is in the State of Illinois.

5. The Defendant, Evanston Insurance Company, is licensed to conduct business in the State of Oklahoma and may be served with process through the Oklahoma Department of Insurance.

6. This action is not related to any other case filed in this court.

B. Jurisdiction

7. The court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332 because there is diversity between the parties and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs

C. Facts

8. At all times material hereto, the Plaintiff, Vanguard Properties, LLC d/b/a Tuscany Village LLC and Tuscany Village Apartments, LLC, was insured under the terms and conditions of an insurance policy, policy number 1P50068, issued by the Defendant, Evanston Insurance Company.

9. At all times material hereto, the Plaintiff, Vanguard Properties, LLC d/b/a

Tuscany Village LLC and Tuscany Village Apartments, LLC, complied with the terms and conditions of its insurance policy.

10. At all times material hereto, the Plaintiff, Vanguard Properties, LLC d/b/a Tuscany Village, LLC and Tuscany Village Apartments, LLC, owned an apartment complex located at 6724 and 6728 Piccadilly Circle, in Oklahoma City, Oklahoma. On or about July 7, 2012, the apartment units owned by the Plaintiff sustained damage as the result of a fire. As a direct result of the fire, Plaintiff, Vanguard Properties, LLC d/b/a Tuscany Village, LLC and Tuscany Village Apartments, LLC, sustained damages to its buildings and related structures.

11. Fire damage is a covered peril and is not limited or otherwise excluded pursuant to the terms and conditions of Plaintiff's insurance policy.

D. Count I: Breach of Contract

12. Plaintiff, Vanguard Properties, LLC d/b/a Tuscany Village, LLC and Tuscany Village Apartments, LLC, hereby asserts, alleges and incorporates paragraphs 1-11 herein.

13. The property insurance policy number 1P50068, issued by the Defendant, Evanston Insurance Company, was in effect on July 7, 2012.

14. Plaintiff, Vanguard Properties, LLC d/b/a Tuscany Village, LLC and Tuscany Village Apartments, LLC, timely filed its claim with the Defendant, Evanston Insurance Company. On or about January 11, 2013, Defendant,

Evanston Insurance Company, issued a partial payment for the fire damage in the amount of \$275,787.55. On or about March 27, 2013, Plaintiff and Defendant conducted a joint inspection and came to agreement on the scope of damages to Plaintiff's property. As a result of the joint inspection conducted on March 27, 2013, Defendant determined that Plaintiff was owed an additional actual cash value payment in an amount approaching \$250,000.00. Instead of promptly issuing an additional actual cash value payment to the Plaintiff for undisputed funds, the Defendant unreasonably and in bad faith resisted additional payments and closed Plaintiff's claim without issuing the additional funds that Defendant knew were owed to Plaintiff. In clear breach of the contract and insurance industry standards, Defendant did not make any additional payments to Plaintiff until December of 2013, approximately nine months after Defendant determined that it owed Plaintiff an additional actual cash value payment of nearly \$250,000.00.

15. The acts and omissions listed in paragraphs 1-14 above, as well as Defendant Evanston Insurance Company's unreasonable failure to investigate, evaluate and timely make payment on Plaintiff's claim, constitute a breach of contract for which contractual damages including costs and attorney fees are hereby sought.

E. Count II: Bad Faith

16. Plaintiff, Vanguard Properties, LLC d/b/a Tuscany Village LLC and

Tuscany Village Apartments, LLC, hereby asserts, alleges and incorporates paragraphs 1-15 herein.

17. The acts and omissions of the Defendant, Evanston Insurance Company, in the investigation, evaluation and untimely payment of Plaintiff's claim were unreasonable and constitute bad faith for which bad faith and extra-contractual damages are hereby sought.

18. Defendant, Evanston Insurance Company, acted unreasonably, outside of insurance industry standards, and in bad faith by failing to make timely payment of an undisputed amount to Plaintiff for the damages it sustained as a result of the fire on July 7, 2012.

19. Defendant, Evanston Insurance Company, acted unreasonably, outside of insurance industry standards, and in bad faith by failing to adopt, implement and/or otherwise follow good faith claims handling guidelines regarding communication, investigation, evaluation and timely payment of first party claims.

20. Defendant, Evanston Insurance Company, acted unreasonably, outside of insurance industry standards, and in bad faith by failing to reasonably and timely and properly adjust and issue claim payments to the Plaintiff for covered damages to its property. As a result of Defendant's bad faith conduct and unreasonable delay in the issuance of claim payments, the Plaintiff has sustained damages, including but not limited to, the loss of rental revenue and/or business income and

an inability to timely improve the appearance of the insured complex.

F. Count III: Punitive Damages

21. Plaintiff, Vanguard Properties, LLC d/b/a Tuscany Village LLC and Tuscany Village Apartments, LLC, hereby asserts, alleges and incorporates paragraphs 1-20 herein.

22. The unreasonable conduct of the Defendant, Evanston Insurance Company, in the handling of Plaintiff's claim was intentional, willful, wanton and was committed with a reckless disregard for the rights of the Plaintiff for which punitive damages are hereby sought.

G. Demand for Jury Trial

23. The Plaintiff, Vanguard Properties, LLC d/b/a Tuscany Village LLC and Tuscany Village Apartments, LLC, hereby requests that the matters set forth herein be determined by a jury of its peers.

H. Prayer

24. Having properly pled, the Plaintiff, Vanguard Properties, LLC d/b/a Tuscany Village LLC and Tuscany Village Apartments, LLC, hereby seeks contractual, bad faith and punitive damages against the Defendant, Evanston Insurance Company, together in an amount in excess of \$75,000.00; including costs, interest and attorney fees.

Respectfully submitted,

S/ Michael D. McGrew

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